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WHEN RECORDED, MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

PROJECT: Lots 1 and 10 of
Tract Map 27654

RECEIVED FOR RECORD
AT 12:00 O'CLOCK P.M.

NOV - 4 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 17.00

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
is made and entered into this 4th day of November, 1993,
by the TEXAS AVENUE YOUTH CENTER, INC. ("Declarant"), with
reference to the following facts:

A. Declarant is the fee owner of the real property
(the "Property") consisting of two lots ("Lot 1" and "Lot
10", respectively) located in the City of Riverside, State
of California, described as follows:

Lot 1

Lot 1 of Tract No. 27654 as shown by map on file in
Book 246 of Maps, at pages 41 and 42 thereof,
records of Riverside County, California.

Lot 10

Lot 10 of Tract No. 27654 as shown by map on file in
Book 246 of Maps, at pages 41 and 42 thereof,
records of Riverside County, California.

Lots 1 and 10 share a common back property line.

B. The Property is currently developed with a youth
center known as the Texas Avenue Youth Center or The
Wilkinson Youth Center. The Property is being divided into
two lots for residential purposes as part of a larger
residential subdivision. A youth center is currently
permitted in a Single Family Residential ("R-1-65") Zone
subject to the granting of a conditional use permit by the
City of Riverside ("City"). The existing Texas Avenue
(Wilkinson) Youth Center is a non-conforming use and can
continue to operate as a non-conforming use on Lots 1 and
10; provided, however, a conditional use permit must first

DESCRIPTION APPROVAL 10/14/93
Walter R. Jags
SURVEYOR, CITY OF RIVERSIDE

11/4/93

be obtained prior to construction of an additional single family dwelling on Lot 10 or any future expansion of the non-conforming use on the Property.

C. As a condition imposed by the City for the approval of Tract Map 27654, a covenant must be provided to the specifications of the Planning and Legal Departments prohibiting residential development of Lots 1 and 10 and waiving vehicular access from Lot 10 as long as the youth center occupies the Property, although a single family dwelling may be permitted on Lot 10 if a conditional use permit is obtained for the continued operation of the youth center on Lot 1 prior to the issuance of a building permit for the single family dwelling on Lot 10.

D. Declarant desires to comply with the above-noted conditions for the approval of Tract Map 27654. In addition, as Declarant plans to continue the operation of the youth center on the Property for an indefinite period, Declarant has requested that the City consent to the deferment of the payment of the Sewer Connection Fee and the Water Connection Fee (service lateral and water meter) and Backup Facility Capacity Charge until such time as either Lot 1 or Lot 10 is developed for residential use or a conditional use permit is obtained for the youth center. The Water Distribution System Fee requirement will be considered satisfied by City upon the installation of the 6-inch water main within Glencoe Drive adjacent to the Property. Declarant will install the sewer laterals on both lots as part of the development of the larger subdivision; provided, however, the water service lateral will not be installed to the Property at this time.

E. The Public Works and Public Utilities Departments are willing to defer the payment of the fees as requested by Declarant, subject to Declarant executing and recording a document agreeing that both Lots 1 and 10 shall pay the fees at the then existing rates at such time as a building permit or permits are issued by City for a residence on either or both Lots 1 or 10 or a conditional use permit is obtained for the expansion of the youth center or a demolition permit is issued for the removal of the existing youth center building.

NOW, THEREFORE, incorporating the above recitals and in consideration of complying with conditions imposed by the City for the approval of Tract 27654 and the deferment of the payment of certain fees, Declarant hereby covenants and agrees with the City as follows:

1. As long as the youth service center known as the Texas Avenue Youth Center or The Wilkinson Youth Center occupies the

Property and no conditional use permit has been obtained from City for the consolidation of such use on Lot 1, Declarant agrees that there shall be no residential development of the Property, or any portion thereof, and that Declarant waives vehicular access from Glencoe Drive, a public street, from the Property, or any portion thereof, and agrees that all vehicular access shall be by way of Texas Avenue, a public street.

2. In the event Declarant desires to construct a single family dwelling on Lot 10 and the use as a youth center is to be consolidated onto Lot 1, a conditional use permit for such consolidated use as a youth center on Lot 1 must first be obtained. Declarant acknowledges and agrees that the City shall not issue a building permit for the residential development of Lot 10 until such time as the conditional use permit for the consolidated use of Lot 1 as a youth center is first obtained.

3. The payment of the Sewer Connection Fee and the Water Connection Fee (service lateral and water meter) and Backup Facility Capacity Charge for Lots 1 and 10 shall be made to the City at the then current rates at the earliest time any one of the following occurs:

a. A demolition permit is issued by City for the removal of the existing youth center building from the Property.

b. A building permit is issued by City for a residential dwelling unit on either Lot 1 or Lot 10.

c. A conditional use permit is issued by City for the expansion of the youth center on the Property or the consolidation of the youth center onto Lot 1.

Declarant acknowledges and agrees that the City need not issue the permits listed above until such time as the fees deferred hereby are paid to City for both Lots 1 and 10 at the then current rates. In the event any such permits are issued by City without the payment of such fees, Declarant hereby acknowledges that such fees are not thereby waived and agrees that such fees shall be paid within twenty (20) calendar days after City mails or serves notice to Declarant or its successors and assigns as to Lot 1 that such fees are due and payable.

4. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City bring an action to enforce the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

5. This Covenant and Agreement and Declaration of Restrictions shall automatically terminate and its terms and conditions be of no further force and effect at such time as the Property is no longer used as a youth center and the existing building has been demolished or lawfully converted to residential use and a written certification under penalty of perjury so stating is filed by Declarant or its successors or assigns with City and all of the fees and charges as deferred by City pursuant to Paragraph 3 above have been paid in full to City. At the request of Declarant, or the successors or assigns of Declarant, City through its Planning Director shall execute a release or other document confirming the termination of this Covenant and Agreement and Declaration of Restrictions.

6. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of the terms shall be binding upon Declarant, its successors and assigns, and shall not be modified, amended or terminated except as provided for herein without the prior written consent of the City Council of City.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement and Declaration of Restrictions to be duly executed the day and year first above written.

TEXAS AVENUE YOUTH CENTER, INC., a
California nonprofit corporation

By: *Douglas A. Muller*
President

By: *William H. Borndt*
Secretary

APPROVED AS TO CONTENT:

[Signature]
Public Utilities Department

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO CONTENT:

[Signature]
Public Works Department

APPROVED AS TO FORM:

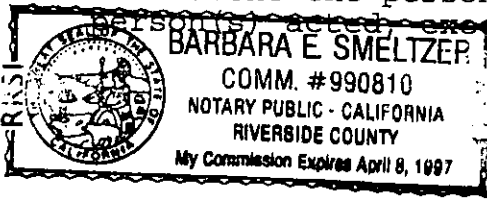
[Signature]
Assistant City Attorney

BP/jm 8/11/93

State of California)
County of Riverside) ss

On 9/22/93, before me Barbara E. Smeltzer
(date) (name and title of the officer)
personally appeared Douglas R. Shockelto & William
A. Bennett III

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Barbara E. Smeltzer
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

